

NORTH MANCHESTER WATER
ASSOCIATION

P.S.C. Ky. No. _____

Cancelling P.S.C. Ky. No. _____

North Manchester Water Association
of Clay County

Rt. 6 Box 269

Manchester, Kentucky 40962

Rates, Rules and Regulations for Furnishing

Water Service

Northern Portion of Clay County

Filed with PUBLIC SERVICE COMMISSION
OF KENTUCKY

ISSUED Jan. 27, 1995 EFFECTIVE _____

ISSUED BY: North Manchester Water Assn.
(Name of Utility)

by: James C. Westerfield

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

MAR 01 1995

PURSUANT TO 807 KAR 5011,
SECTION 9(1)
BY: Jordan C. Hall
FOR THE PUBLIC SERVICE COMMISSION

P.S.C. Ky. No. 3
Original Sheet No. 1
Cancelling P.S.C. Ky. No. 2

North Manchester Water Association
Northern Portion of Clay County

I. SERVICE REQUIREMENTS.

A. **Application.** Any person or other entity holding property having reasonable accessibility to the source of and who is in need of having water supplied to his place of occupancy or property may apply for service by North Manchester Water Association. All customers shall sign such documents, including the contract for water service, as may be provided and required by the Association, provided that no person or entity otherwise eligible shall be permitted to become a customer of the Association if the capacity of the Association's water system, either in general or as to a particular area or line, is exhausted by the needs of its existing customers.

B. **Tap-on Fees.** A tap-on fee of Four hundred eighty (480.00) dollars shall be made for each new meter installation where a 5/8 by 3/4 inch meter is used regardless of location. A tap-on fee of Six hundred seventy (670.00) dollars shall be made for each new meter installation where a one inch meter is used regardless of location. The tap-on fee for meters exceeding one inch shall be the actual cost incurred by the Association in purchasing and installing that particular new meter plus \$50.00 labor charge.

C. **Deposit.** A deposit of \$35.00 will be received by the Association before service is rendered to any customer. The Association may at its option return the deposit to the customer after one year. Upon termination of service, the deposit may be applied by the Association against any unpaid bills of the customer, and if any balance remains after such application is made, said balance shall be refunded to the customer. Interest will be paid as required by law. Interest will be paid annually, which will be applied to bill.

D. **Nonstandard Service.** Any customer shall pay the cost of any special installation necessary to meet his/her peculiar requirements for service other than standard water tap.

E. **Water Line Installation.** No service will be installed unless there is a main distribution line existing along the road from which service is requested. The Association will install at its expense that portion of the service line extending from the main line to and including the meter box, curb stop on the customer's property immediately adjacent to the right of way of the road along which the main line exists, or within 50 feet. Whichever comes first.

F. **Easements.** Each customer, together with his/her spouse and all other real estate title owners, shall grant or convey to the Association, without cost, any permanent easements reasonably required by the Association for the installation and maintenance of the Association's meter and water lines, both existing and future, and for reading that meter at a point on the customer's property to be designated by the Association for each meter, with right of ingress and egress for these purposes over the customer's property, provided such meter and lines are located on real estate owned, rented or otherwise controlled by the customer and such lines (except for the line leading to the customer's meter) are adjacent and parallel to the right of way for a public roadway. The failure or refusal to convey such easements shall constitute grounds for discontinuing service.

G. **Customer Certificate.** The Association may issue to every customer a certificate showing the customer, location of the initial premises occupied, date issued, and amount of fee.

H. **No Cross Connections.** Each customer acknowledges the need to avoid contamination of the Association

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ISSUED BY James C. Westfield TITLE President

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY Steve Butler
PUBLIC SERVICE COMMISSION MANAGER

P.S.C. Ky. No.

3

Original Sheet No.

2

Cancelling P.S.C. Ky. No.

2

North Manchester Water Association

Northern Portion of Clay County

tion's water system by introducing of foreign water, and therefore each customer agrees that the customer's present water supply, if any exists, will be disconnected prior to connecting to the Association's water system. The custom will not connect to any other water supply while connected to the Association's water system.

I. **Customer's Service Line.** The customer will install and maintain at customer's expense a service line which shall begin at the water meter and extend to the dwelling or other point of use on the customer's premises. All service lines shall be installed of material (for example copper or black pipe) rated to 200 psi or more. The size of service line beyond the point of delivery should not be less than 3/4"; however, a larger size may be needed to provide adequate service. If the customer's point of use is at a higher elevation than the point of delivery, the customer should consult with a reputable engineering firm to size the service line from the point of delivery. The customer will be responsible for all water loss occurring on the customer's side of the water meter. The customer shall also be responsible for any damage to the Association's water lines and meter which occurs while the customer or his contractor are connecting to the meter.

J. **Inspection of Service Line.** In the installation of a service line, the customer shall leave the trench open and pipe uncovered until it is inspected by the Association and shown to be free from any tee, branch connection, irregularity, or defect.

K. **Customer's Cut-off Valve.** The customer shall furnish and maintain a private cut-off valve on the customer's side of the meter.

L. **Separate Meters.** A separate meter shall be installed for service to each residential or business unit. The customer will not permit anyone else to connect to the Association's water line or meter or the customer's service line without the prior written consent of the Association. Water furnished for a given residential or business unit shall be used on that unit only.

II. DISCONTINUANCE OF SERVICE.

A. **Involuntary Termination.** The Association may in accordance with 807 KAR 5:006 Section 11 refuse to connect or may remove the meter and/or discontinue service for the following reasons:

- 1. Violation of (1) any of its Rules and Regulations, or (2) any of the provisions of the Schedule of Rates and Charges, or (3) any of the provisions of the Contract for Water Service or other documents signed by the customer, provided the required 10 day written notice has been given.
- 2. The Association may without notice to the customer discontinue service to the customer when a dangerous condition is found to exist or for fraudulent or illegal use of service, including the theft of water or the appearance of water theft devices on the premises of the customer.
- 3. For non-payment of bills, provided the required 48 hour written notice is sent and termination is not effected until 20 days have elapsed from the mailing date of the original bill.
- 4. For refusing or neglecting to allow the Association reasonable access to the customer's premises, provided the required 15 day written notice has been given.

B. **Voluntary Termination By Customer.** Customers who wish to discontinue service must give at least

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SECTION 9 (1)

ISSUED BY James C. Westerfield

TITLE President
Chap. Haller
PUBLIC SERVICE COMMISSION MANAGER

P.S.C. Ky. No. 3
Original Sheet No. 3
Cancelling P.S.C. Ky. No. 2

North Manchester Water Association
Northern Portion of Clay County

three (3) days written notice to the Association.

III. BILLING AND COLLECTION.

A. **Minimum Bill.** Each customer will pay the Association's minimum monthly water bill as soon as the meter is installed by the Association and water is made available to the meter, regardless of whether the customer connects to the meter.

B. **All Bills.** Bills will be rendered monthly. Bills are due when rendered. If not paid within ten (10) days of the date they are mailed by the Association, a penalty equal to ten percent (10%) of the bill will be applied and a 10-day notice of intended disconnection may be mailed. If a bill remains unpaid twenty (20) days after it is mailed, and the customer has been given the minimum 48-hour written notice required by 807 KAR 5:006 Section (3)(a), the service will be discontinued. Should the final date for payment of the bill fall on a Sunday or holiday the business day next following the final date will be held as a day of grace for delivery of payment. Failure to receive bills or notices shall not prevent such bills from becoming delinquent nor relieve the customer from payment.

C. **Responsible Person.** The person or entity who signs the Contract for water service or its equivalent shall be responsible for payment of all bills incurred in connection with the service rendered.

D. **Bad Check Fee.** The Association may charge the customer any service charge which the Association pays as a result of the customer's bad check. The service charge will be \$20.00 for each bad check.

E. **Tax Surcharge.** In addition to the collection of regular rates, the Association may collect from the customer a proportionate share of any privilege, sales use or other tax or fees which may be imposed.

F. **Meter Reading.** Meters will generally be read monthly, but the Association reserves the right to estimate bills and/or to vary the dates of length of period covered, temporarily or permanently, if necessary or desirable.

G. **Rates.** Bills for water will be figured in accordance with the Association's published rate schedule and will be the larger of (1) the minimum bill or (2) the bill based on the amount consumed for the period covered by the meter readings.

IV. CHARGES FOR SPECIAL MISCELLANEOUS SERVICES.

A. **Meter Test Request.** Upon request a customer may have his meter tested and adjustments will be made to the bill where the meter is found to be more than two (2) percent fast or slow in accordance with 807 KAR 5:006, Section 9. This test will be without charge provided the request by the customer is not more frequent than once each twelve months.

B. **PSC Meter Test Complaint.** Any customer of the Association may request a meter test by written application to the Public Service Commission, Post Office Box 615, Frankfort, KY 40602. C. After Hours Special Services Discouraged. The Association discourages its customers from requesting that special services be performed after the Association's regular business hours due to the higher cost to the customer.

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BY: James C. Westerfield
PUBLIC SERVICE COMMISSION MANAGER

P.S.C. Ky. No. 3
Original Sheet No. 4
Cancelling P.S.C. Ky. No. 2

North Manchester Water Association
Northern Portion of Clay County

V. CUSTOMER'S MISCELLANEOUS OBLIGATIONS.

A. **Right of Access.** The Association's duly authorized representative and any duly authorized employee of the State Health Department bearing proper credentials and identification shall be permitted to enter upon all properties for the purpose of inspection, observation, measurement, sampling, and testing.

B. **Damage to Association's Water System.** No person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface, or tamper with any structure, appurtenance, or equipment which is a part of the Association's water works. Any person violating this provision shall be subject to immediate arrest and discontinuation of water service and shall pay the cost of repairing or replacing the pipe or appearance.

C. **Notice of Trouble.** Customer shall notify the Association immediately should the service be unsatisfactory for any reason, or should there be any defects, trouble, or accidents affecting the supply of water. Such notices, if verbal, should be confirmed in writing.

D. **Protect Association Property.** The customer shall guarantee proper protection for the Association's property placed on the customer's premises and shall permit access to it only by authorized representatives of the Association.

E. **Loss or Damage.** In the event that any loss or damage to the property of the Association or any accident or injury to persons or property is caused by or results from the negligence or wrongful act of the customer, his agent or employees, the cost of the necessary repairs or replacements shall be paid by the customer to the Association and any liability otherwise resulting shall be assumed by the customer. Any maintenance and repair of facilities beyond the Association's delivery point (i.e. meter) is the responsibility of the customer.

VI. ASSOCIATION'S OBLIGATIONS.

A. **Installation and Maintenance of Water Lines.** The Association will install, maintain and operate at the Association's cost a main pipeline or lines from the source of water supply to a point on the property of each customer, designated as the delivery point, where a meter to be purchased, installed, owned and maintained by the Association, shall be placed. The Association will also purchase and install a cut-off valve in each service line from its main distribution line or lines, such cut-off valve to be owned and maintained by the Association and to be installed on some portion of the service line owned by the Association. The Association shall have the sole and exclusive right to the use of such cut-off valve.

B. **Association's Liability.** The Association shall not be liable for damage of any kind whatsoever resulting from water or the use of water on the customer's premises, unless such damage results directly from negligence on the part of the Association. The Association shall not be responsible for any damage done by or resulting from any defects in piping, fixtures, or appliances on the customer's premises. The Association shall not be responsible for negligence of third persons, or forces beyond the control of the Association resulting in any interruption of service.

C. **Interruption of Service.** The Association will use reasonable diligence in supplying water service, but shall not be liable for tort or breach of contract in the event of, or for loss, injury, or damage to persons or property resulting from interruptions in service, excessive or inadequate water pressure, or otherwise unsatisfactory service,

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PURSUANT TO 807 KAR 5:011, SECTION 9 (1)
BY Don't Shadelle
PUBLIC SERVICE COMMISSION MANAGER

P.S.C. Ky. No. 3

Original Sheet No. 5

Cancelling P.S.C. Ky. No. 2

**North Manchester Water Association
Northern Portion of Clay County**

whether or not caused by negligence.

D. *No Fire Protection Service.* The Association provides only domestic water service to rural residences and businesses. The Association does not provide fire protection to its customers or to others. Fire protection must be provided on site by the customer using means other than the Association's distribution system.

E. *Fire Hydrants.* The fire hydrants installed on the distribution lines of the Association are for the sole purpose of flushing the lines, or other uses by the Association necessary for proper maintenance of the lines. The Association is not responsible for, nor does it guarantee, any minimum pressure or flow at these hydrants, other than the minimum required by the Public Service Commission for distribution lines. If these fire hydrants are used by fire protection units in the performance on their duty any damage to the distribution lines resulting from excessive pumping pressure will be the liability of that unit.

F. *Minimum Line Size.* The Association shall not install any new distribution water lines or accept any existing distribution water lines less than three (3) inches in diameter. A service line leading to a customer's single meter may be a smaller diameter.

G. *Monitor Bills For Unusual Variances.* The Association shall continue computer monitoring of the customer's meter readings for unusual usage variances, which monitoring process shall include a printout, prior to actual billing, of any such unusual variances. If the customer's usage is unduly high and the deviation is not otherwise explained, the Association shall test the meter in accordance with 807 KAR 5:006, Section 9.

VII. DISTRIBUTION EXTENSIONS

- Any person desiring an extension to the Association's system shall request same in writing on a form approved by the Association for such extensions. Any requested extension shall be provided as follows:
- The Association shall determine the total cost of the proposed water main extension (exclusive of the meter connection) and the total length of the extension. The Association shall pay that portion of the cost of the water main extension equal to 50 feet for each applicant for service (the "50' rule contribution" as required by 807 KAR 5:006, Section 12 (1)). Each applicant will also be required to pay the Association approved "Tap-on Fee" for a meter connection to the main extension.

VIII. MISCELLANEOUS

A. *Additional Rules and Regulations.* These Rules and Regulations are in addition to the rules of the Kentucky Public Service Commission.

B. *Revisions.* These Rules and Regulations may be revised, amended, supplemented, or otherwise changed from time to time without notice to customers, but only after thirty (30) days notice to the Public Service Commission. Such changes, when effective, shall have the same force as the present Rules and Regulations.

C. *Conflict.* In case of conflict between any provisions of any rate schedule and these Rules and Regulations, the rate schedule shall prevail. IN case of conflict between any P.S.C. rules and regulations and these Rules and Regulations or rate schedules, the P.S.C. rules and regulations shall prevail.

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**PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)**

DATE OF ISSUE Sept. 22, 1993 **DATE EFFECTIVE**

ISSUED BY James C. Westerfield

BY: Shirley Helle
PUBLIC SERVICE COMMISSION MANAGER

TITLE President

P.S.C. Ky. No. 3
Original Sheet No. 6
Cancelling P.S.C. Ky. No. 2

North Manchester Water Association
Northern Portion of Clay County

D. **Scope.** These Rules and Regulations are part of all contracts for receiving water service from the Association and apply to all contracts for receiving water service from the Association and apply to all service received from the Association whether the service is based upon contract, agreement, signed application, or otherwise. A copy of these Rules and Regulations, together with a copy of the Association Rate Schedule, shall be kept open to inspection at the office of the Association.

E. **Definitions.** The word "**Association**" used herein applies to the North Manchester Water Association. The word "**Customer**" used herein applies to the customers of said Association.

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PURSUANT TO 807 KAR 5:011.
SECTION 9 (1)

BY: James C. Westerfield
PUBLIC SERVICE COMMISSION MANAGER

DATE OF ISSUE Sept. 22, 1993 DATE EFFECTIVE _____
ISSUED BY James C. Westerfield TITLE President

Form for Billing Rate Schedules

For NORTHERN CLAY COUNTY
Community, Town or City

P.S.C. NO. 93-396

1 of SHEET NO. 4

CANCELLING P.S.C. NO. 3

 SHEET NO.

NORTH MANCHESTER WATER ASSN.
Name of Issuing Corporation

CLASSIFICATION OF SERVICE

| RATES AND METER DEPOSIT FOR CUSTOMERS OF NORTH MANCHESTER ASSN. | | RATE PER UN |
|---|------------------------|----------------|
| <u>5/8" x 3/4" Meter</u> | | |
| First 2,000 gallons | \$12.80 Minimum Bill | |
| Above 2,000 gallons | 4.25 per 1,000 gallons | |
| <u>1" Meter</u> | | |
| First 5,000 gallons | \$25.55 Minimum Bill | |
| Above 5,000 gallons | 4.25 per 1,000 gallons | |
| <u>2" Meter</u> | | |
| First 15,000 gallons | \$68.05 Minimum Bill | |
| Above 15,000 gallons | 4.25 per 1,000 gallons | |
| Meter Deposit for All Customers | \$50.00 | |

DEPOSIT - A deposit of \$50.00 will be received by the Association before service is rendered to any customer. The Association may at its option return the deposit to the customer after one year. Upon termination of service, the deposit may be applied by the Association against any unpaid bills of the customer, and if any balance remains after such application is made, said balance shall be refunded to the customer. Interest will be paid as required by law. Interest will be paid annually at 6%, which will be applied to bill.

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OF KENTUCKY
EFFECTIVE

APR 28 1994

DATE OF ISSUE

ISSUED BY

James C. Westerfield
Name of Officer

PURSUANT TO 807 KAR 5.011.
DATE EFFECTIVE ON 9(1)

TITLE

BY Proctor
PUBLIC SERVICE COMMISSION MANAGER

Issued by authority of an Order of the Board of Public Service Commissioners

FOR _____

P.S.C. Ky. No. _____

_____ Sheet No. _____

North Manchester Water Association

Cancelling P.S.C. Ky. No. _____

_____ Sheet No. _____

RULES AND REGULATIONS

DEPOSIT

A deposit of \$35 will be received by the association before service is rendered to any customer. The association may at its option return the deposit to the customer after one year. Upon termination of service, the deposit may be applied by the association against any unpaid balance of the customer, and if any balance remains after such application is made, said balance shall be refunded to the customer.

Interest will be paid as required by law. Interest will be applied as a credit to the customer's bill or will be paid to the customer on an annual basis. If the deposit is refunded or credited to the customer's bill prior to the deposit anniversary date, interest will be paid or credited to the customer's bill on a pro-rated basis.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JAN 24 1994

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)

BY: Sharon Hille
PUBLIC SERVICE COMMISSION MANAGER

DATE OF ISSUE _____
Month Day Year

DATE EFFECTIVE _____
Month Day Year

ISSUED BY _____
Name of Officer Title Address

North Manchester Water Assn.

FOR _____

P.S.C. Ky. No. _____

2 Sheet No. 4

Cancelling P.S.C. Ky. No. _____

_____ Sheet No. _____

Rules and Regulations

Addressing the issue of dealing with the adjustment procedures of a customer's bill when he or she has had a water leak, in their lines or plumbing fixtures. When a customer asks for an adjustment, we first take the customer's average usage of water for the past 12 months of which they are charged at our standard rates for what ever size meter that they have, then the amount of water above their average due to a leak, we only charge an adjusted rate of \$2.00 per thousand plus (utility) tax that we are required to charge.

To justify the adustment amount (\$2.00 per thousand), we buy water from our supplier at a rate of \$1.50 per thousand plus we must consider our pumping and electricial costs which is approx. \$0.10 per thousand also we take into consideration the man hours involved and the paper work required to adjust a customer's bill.

This procedure of bill adjustments of water leaks was approved and adopted by the North Manchester Water Association's Board of Directors on January 10, 1995 at the regular monthly meeting to be included in our Rules and Regulations.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
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MAR 01 1995

PURSUANT TO 807 KAR 6011,
SECTION 9(7)

BY: *James C. Westerfield*
FOR THE PUBLIC SERVICE COMMISSION

DATE OF ISSUE 1 27 95
Month Day Year

DATE EFFECTIVE _____
Month Day Year

ISSUED BY *James C. Westerfield* *President*
Name of Officer Title Address

WATER BILL

NORTH MANCHESTER WATER ASSN.

RT. 6 BOX 269
MANCHESTER, KY 40962

PRESORTED FIRST CLASS MAIL
U.S. POSTAGE PAID
MANCHESTER, KY 40962
PERMIT NO. 17

| ACCOUNT NO. | | BILLING DATE | DUE DATE | READING DATE | |
|------------------|--------|--------------------------------|----------|---------------------|---------------|
| DESCRIPTION | AMOUNT | METER READINGS | | GALLONS USAGE | DESCRIPTION |
| | | PREVIOUS | CURRENT | | |
| WATER | | ACCOUNT NO. | | AVERAGE DAILY USAGE | WATER |
| TAX | | EXPLANATION OF (OTHER CHARGES) | | | TAX |
| SEWERAGE | | SERVICE ADDRESS | | | SEWERAGE |
| OTHER | | | | | OTHER |
| PREVIOUS BAL. | | | | | PREVIOUS BAL. |
| TOTAL DUE | | | | | TOTAL DUE |
| AMOUNT DUE AFTER | | | | GROSS | |
| AFTER PAY | | GROSS | | | |

RATES

5/8" X 3/4" Meter

| | | |
|-------|----------------|--------------------------|
| First | 2,000 Gallons | \$9.70 Minimum Bill |
| Next | 3,000 Gallons | \$3.15 per 1,000 Gallons |
| Next | 5,000 Gallons | \$2.90 per 1,000 Gallons |
| Next | 15,000 Gallons | \$2.60 per 1,000 Gallons |
| Over | 25,000 Gallons | \$2.15 per 1,000 Gallons |

1" Meter

| | | |
|-------|----------------|--------------------------|
| First | 5,000 Gallons | \$19.15 Minimum Bill |
| Next | 5,000 Gallons | \$2.90 per 1,000 Gallons |
| Next | 15,000 Gallons | \$2.60 per 1,000 Gallons |
| Over | 25,000 Gallons | \$2.15 per 1,000 Gallons |

2" Meter

| | | |
|-------|----------------|--------------------------|
| First | 15,000 Gallons | \$46.65 Minimum Bill |
| Next | 10,000 Gallons | \$2.60 per 1,000 Gallons |
| Over | 25,000 Gallons | \$2.15 per 1,000 Gallons |

RATES BASED ON MONTHLY CONSUMPTION

A charge of \$10.00 for turning water on for nonpayment. Present this card with payments to First National Bank on or before the 10th of the month. 10 percent added after the 10th. Bill not paid on or before the 20th, water will be cut off.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JAN 24 1994

PURSUANT TO 807 KAR 5011.
SECTION 9 (1)

BY: *[Signature]*
PUBLIC SERVICE COMMISSION MANAGER

NORTH MANCHESTER WATER ASSN., INC.
R# 6 BOX 269
MANCHESTER, KY. 40962
(606) 598-5403

WATER USER CONTRACT

THIS WATER USER CONTRACT, made and entered into by and between

known to and referred to as CUSTOMER, and NORTH MANCHESTER WATER ASSN., INC.
of Manchester, Kentucky 40962, hereinafter known and referred to as WATER ASSOCIATION.

WITNESSETH:

The undersigned CUSTOMER does hereby agree to purchase water from the WATER ASSN. and to pay all initial installation and connection fees, together with all standard monthly water charges which may be fixed by the Board of Commissioners of the North Manchester Water Assn., Inc. and/or Utility Regulatory Commission for the Commonwealth of Kentucky. the CUSTOMER agrees to pay each consecutive monthly payment, at all appropriate rates, for water service, when due, and to further comply with and be bound by, the provisions of the policy and/or amendments of the WATER ASSN. together with such rules and regulations as may, from time to time, be adopted by the WATER ASSN.

The CUSTOMER agrees to permit the WATER ASSN. to lay, maintain, repair, remove, and disconnect a service line and meter, and read such meter at a point on CUSTOMER'S property to be designated by the WATER ASSN. for each meter, with the right of ingress and egress for these purposes over CUSTOMER'S property, and further to grant a Water Line Easement to the WATER ASSN. for the construction and operation of said water line.

The CUSTOMER will install and maintain a service line at his own expense, which service line will begin at the water meter and extend to the dwelling or other portions of CUSTOMER'S property. The CUSTOMER assumes responsibility for any damage to metering equipment in making such connection to the meter or water main.

The CUSTOMER agrees that the water meter may be located at any point along the CUSTOMER'S property, at the closer point to the existing water line, or at some other point which is deemed to be most cost effective to the WATER ASSN.

The WATER ASSN. agrees to provide to the CUSTOMER, potable water at reasonable pressure and volume, provided, however, the CUSTOMER acknowledges that there is no obligation to provide such water service, unless a water main has been constructed and installed, adjacent to, or in proximity with, the property of the CUSTOMER, and further no such service shall be required to be provided until this Contract is executed by the duly authorized officer of the WATER ASSN.

The WATER ASSN. acknowledges receipt of Four Hundred Eighty dollars (\$480.00), to be applied to the initial installation fee, which total fee will be established by the Board of Commissioners of the WATER ASSN.

This proposal is submitted to the WATER ASSOCIATION on the _____
day of _____.

Customer

Customer

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OF KENTUCKY
EFFECTIVE

This proposal is accepted and this Contract is made on this the _____ day of _____.

JAN 24 1994

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)

BY: Chapman
PUBLIC SERVICE COMMISSION MANAGER

WATER SHORTAGE RESPONSE PLAN

NORTH MANCHESTER WATER ASSOCIATION

Section 1. **Purpose.** The purpose of this Plan is to provide for the declaration of official phases of water supply shortages and the implementation of voluntary and mandatory water conservation measures throughout the North Manchester Water Association, in the event a shortage is declared.

Section 2. **Definitions.** These terms are applicable only for this Plan unless specifically noted.

(a) **"Customer"** shall mean any person or entity using water for any purpose from the North Manchester Water Assoc. water distribution system and for which either a regular charge is made or, in the case of bulk sales, a cash charge is made at the site of delivery.

(b) **"Raw Water Supplies"** shall mean all water potentially available to persons in the North Manchester Water Assoc.

(c) **"Treated Water"** shall mean water that has been introduced by the North Manchester Water Assoc., into its distribution system, including water offered for sale. Uses of treated water are classified as follows:

Essential Water Uses (Class 1)

The following uses of water, listed by site or user type, are essential.

Domestic:

- water necessary to sustain human life and the lives of domestic pets, and to maintain minimum standards of hygiene and sanitation.

Health Care Facilities:

- Patient care and rehabilitation, including related filling and operation of swimming pools.

Water Hauling:

- sales of domestic use where not reasonably available elsewhere.

Public Use:

- Firefighting
- Health and public protection purposes, if specifically approved by health officials.

Socially or Economically Important Uses (Class 2):

The following uses of water, listed by site or user type, are socially or economically important.

Domestic:

- personal, in-house water use including kitchen, bathroom, and laundry.

Water Hauling:

- non-domestic, when other sources are not reasonably available elsewhere.

Commercial and Civic Use:

- commercial car and truck washes

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OCT 31 1993

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

BY: Chap. Heller
PUBLIC SERVICE COMMISSION MANAGER

- laundromats
- restaurants, clubs, and eating places
- schools, churches, motels/hotels and similar commercial establishments.

Outdoor Non-Commercial Watering:

- minimal watering of vegetable gardens
- minimal watering of trees where necessary to preserve them.

Outdoor Commercial or Public Watering (using conservation methods and when other sources of water are not available or feasible to use):

- agricultural irrigation for the production of food and fiber or the maintenance of livestock
- watering by arboretums and public gardens of national, state, regional or community significance where necessary to preserve specimens
- watering by commercial nurseries at a minimum level necessary to maintain stock
- watering at a minimum rate necessary to establish or maintain revegetation or landscape plantings required pursuant to law or regulation
- watering of woody plants where necessary to preserve them
- minimal watering of golf course greens.

Recreational:

- operation of municipal swimming pools and residential pools that serve more than 25 dwelling units.

Air Conditioning:

- refilling for startup at the beginning of the cooling season
- makeup of water during the cooling season
- refilling specifically approved by health officials where the system has been drained for health protection or repair services.

Non-Essential Uses (Class 3)

Any waste of water, as defined herein, is non-essential. The following uses of water, listed by site or user type, are non-essential.

Public Use:

- use of fire hydrants (excluding Class 1 and Class 2 uses), including use of sprinkler caps, testing fire apparatus and fire department drills
- flushing of sewers and hydrants except as needed to ensure public health and safety as approved by health officials

Commercial and Civic Use:

- serving water in restaurants, clubs, or eating places, except by customer request
- failure to repair a controllable leak
- increasing water levels in scenic and recreational ponds and lakes, except for the minimum amount required to support fish and wildlife.

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Ornamental Purposes:

- fountains, reflecting pools and artificial waterfalls.

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Outdoor Non-Commercial Watering:

- use of water for dirt control or compaction

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- watering of annual or non-woody plants, lawns, parks, golf course fairways, playing fields and other recreational areas, washing sidewalks, walkways, driveways, parking lots, tennis courts or other hard-surface areas,
- washing down buildings or structures for purposes other than immediate fire protection,
- flushing gutters or permitting water to run or accumulated in any gutter or street.

Outdoor Commercial or Public Watering:

- expanding nursery facilities, placing new irrigated agricultural land in production, or planting of landscaping except when required by a site design review process,
- use of water for dirt control or compaction,
- watering of lawns, parks, golf course fairways, playing fields and other recreational areas,
- washing sidewalks, walkways, driveways, parking lots, tennis courts or other hard-surface areas,
- washing down buildings or structures for purposes other than immediate fire protection,
- flushing gutters or permitting water to run or accumulate in any gutter or street.

Recreational uses other than those specified in Class 2.

Non-commercial washing of motor and other vehicles.

Air Conditioning (see also Class 2 purposes):

- refilling cooling towers after draining.

(d) **"Base Entitlement"** shall mean the monthly usage for a customer during the same month of the preceding calendar year or the average per customer usage for each class of service during the same month of the preceding year.

(e) **"Curtailed Entitlement"** shall mean the monthly usage for a customer after any curtailment percentage has been applied.

(f) **"Curtailment"** shall mean the reduction in entitlement by some percentage to meet anticipated water shortages.

(g) **Water Shortage Response Phases:**

- **"Advisory"** shall mean that conditions exist which indicate the potential for serious raw or treated water supply shortages.
- **"Alert"** shall mean the raw or treated water supplies are consistently below seasonal averages, and if they continue to decline, may not be adequate to meet normal needs.
- **"Emergency"** shall mean that raw or treated water supplies are below the level necessary to meet normal needs and that serious shortages exist in the area.
- **"Rationing"** shall mean that procedures must be established to provide for the equitable distribution of critically-limited raw or treated water supplies, in order to balance demand and limited available supplies, and to assure that sufficient water is available to preserve public health and safety.

Section 3. **Applicability.** The provisions of the Plan shall apply to all retail and wholesale customers of the North Manchester Water Association. When implemented, this Plan becomes North Manchester Water Association Water Shortage Response Regulation.

Section 4. **Entitlements.** Entitlements shall be established for each customer by adjusting entitlement to reflect any known change in usage pattern.

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Section 5. **Determination of Water Shortage.** Water supply and usage shall be monitored on a continuous basis. Unrestricted demand shall be projected from past records and adjusted for changes such as new developments and weather conditions on a regular basis. (Note: A sample calculation page is attached as Appendix A to assist in determining overall water levels. It is important that accurate water measurements be used.) Water shortages generally occur for two reasons, a reduction in available supplies or a system failure. Each of these has a distinct influence on the nature and duration of the conservation program implemented. Official declaration of a water shortage stage and implementation of the measures necessary to curtail water use shall be approved by the Board of Directors.

Section 6. **Term of Water Shortage Declaration.** Any water shortage declaration shall remain in effect until water supplies of service conditions have returned to normal. A final determination as to terminating a water shortage declaration shall be made by the Board of Directors of North Manchester Water Association.

Section 7. **Water Shortage Stage, Criteria, Conservation and Curtailment Measures.**

A. Advisory Stage:

- (1) Criteria: A water advisory shall be declared when the amount of treated water or raw water available for treatment is projected to be up to 10% below demand, or there are periods of low water pressure in one or more areas of the distribution system due to system failure or inadequacies or the State Division of Water issues a Water Shortage Watch which includes the areas from which the North Manchester Water Association draws water. (Note: Additional conditions may be added based on local conditions.)
- (2) Conservation and Curtailment Measures:
 - (a) Declare a Water Shortage Advisory.
 - (b) Provide proper notice to all customers and to all local news media.
 - (c) Eliminate all water leaks.
 - (d) Request voluntary conservation of all non-essential (Class 3) water use.
 - (e) Request wholesale customers also issue request for voluntary conservation by their customers of all non-essential (Class 3) water use.

B. Alert Stage:

- (1) Criteria: A water alert shall be declared when the amount of treated water available is projected to be up to 20% below demand, or raw water supplies are consistently below seasonal averages and if they continue to decline, may not be adequate to meet normal needs. (Note: Additional conditions may be added based on local conditions.)
- (2) Conservation and Curtailment Measures:
 - (a) Declare Water Shortage Alert.
 - (b) Provide proper notice to all customers and to all local news media.
 - (c) Eliminate all water leaks.
 - (d) Prohibit all non-essential (Class 3) water uses.
 - (e) Curtail entitlements to all customers by the same percentage as the projected shortage.
 - (f) Begin billing all customer water usage in excess of curtailed entitlement at the normal rate plus an excess usage charge of 20 per 1,000 gallons.

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C. Emergency Stage:

- 1. Criteria: A Water Emergency shall be declared when the amount of treated water available is projected to be up to 25 % below demand, or there are periods of no water in one or more areas of the distribution system due to low water supply or raw water supplies below the level necessary to meet normal needs. (Note: Additional conditions may be added based on local conditions.)
- 2. Conservation and Curtailment Measures:
 - (a) Declare Water Shortage Emergency.
 - (b) Provide proper notice to all customers and to all local news media.
 - (c) Eliminate all water leaks.
 - (d) Prohibit all Class 3 uses of water.
 - (e) Prohibit all Class 2 uses of water except Domestic uses for kitchens, bathrooms and laundries.
 - (f) Curtail all commercial and industrial entitlements (except Health Care Facilities) by 100%.
 - (g) Curtail Residential entitlements by the same percentage as the projected shortage.
 - (h) Curtail entitlements to all wholesale customers by the same percentage as the projected shortage.
 - (i) Begin billing all customer water usage in excess of curtailed entitlement at the normal rate plus and excess usage charge of 75 per 1,000 gallons.

D. Rationing Stage:

- 1. Criteria: Treated water available is greater than 30 % below demand or raw water supplies are below the level necessary to meet essential needs, and in the opinion of Louie Jones, Operator, mandatory rationing is required to insure adequate water is available to maintain public health and safety.
- 2. Conservation and Curtailment Measures:
 - (a) Declare Water Shortage Rationing.
 - (b) Provide proper notice to all customers and to all local news media.
 - (c) Eliminate all water leaks.
 - (d) Prohibit all Class 3 and Class 2 uses of water.
 - (e) Curtail all commercial and industrial entitlement (except Health Care Facilities) by 100%.
 - (f) Curtail all residential and wholesale entitlements by the same percentage as the projected shortage.
 - (g) Implement service interruptions to portions of system in accordance with approved published schedule. The schedule shall be provided to all local media.
 - (h) Begin billing customer water usage in excess of curtailment entitlement at the normal rate plus an excess usage charge of 78 per 1,000 gallons.

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Section 8. ***Enforcement of Water Restriction.*** Any person who violates the provisions of the Plan, who fails to carry out the duties and responsibilities imposed by this Plan, or who impedes or interferes with any action undertaken or ordered pursuant to this Plan shall be subject to the following:

- (a) If the utility official charged with implementation and enforcement of this Plan learns of any violation of any water use restriction imposed, a written notice of the violation shall be affixed to the property where the violation occurred and mailed to the customer of record. Said notice shall describe the violation and order that it be corrected, cured, or abated immediately or within 48 hours.
- (b) The notice will inform the customer of his or her right to appeal by requesting a hearing before the utility's designee. If a hearing is requested by the customer, he or she shall be given full opportunity to be heard before termination. The governing body shall make findings of fact and decide whether service should continue or terminate.
- (c) Any customer whose water service is terminated for violating provisions of this water curtailment plan shall be subject to the approved reconnection fee prior to reconnection of service.
- (d) The excess usage charge billing provisions of this Plan shall not be put in effect if a county or city ordinance containing penalty provisions is in effect to assist enforcement of this Plan.

Section 9. ***Request for Exception.***

- (a) Exception to water use restrictions: If compliance with any curtailment measure authorized herein would cause a customer to bear extraordinary hardship, that individual or entity may apply to the North Manchester Water Association for an exception. For these purposes, "extraordinary hardship" shall be defined as a condition which may threaten health and safety, or cause property or economic losses, each of which must be shown to be substantially more severe than the sacrifices borne by other users. If extraordinary hardship is found to exist, then an exception shall be granted and a written waiver issued to the customer. If an appeal is made, water service shall be continued until a decision is announced. Any person aggrieved by the decision may file a complaint with the Public Service Commission.
- (b) Exception to curtailment surcharge: Exceptions to excess use charges shall not be considered or granted.

Section 10. ***Severability.*** If any provision of this Plan is declared invalid by the courts, the remainder of the Plan and its applicability to other persons and circumstances shall not be affected by that declaration.

Section 11. ***Effective Date.*** This Plan shall take effect immediately upon approval by the Public Service Commission.

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